

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1			
2. CONTRACT NO.		3. SOLICITATION NO. N61340-16-R-2428		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (2534) ORLANDO FL 32826-3224				CODE N61340		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
						(4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section A - Solicitation/Contract Form

CONTACT INFORMATION

**A.1 Points of Contact for ALL Communications:**

Andrea Gordon-Eubanks, AIR 2.5.3.4.1  
Procurement Contracting Officer  
[Andrea.Gordon@navy.mil](mailto:Andrea.Gordon@navy.mil)  
(407) 380-4389

Or

Elouise Bryant, AIR 2.5.3.4.1  
Lead Contract Specialist  
[Elouise.Bryant@navy.mil](mailto:Elouise.Bryant@navy.mil)  
(407) 380-4283

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	AH-1Z Flight Training Device 2F227-2 FFP FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	2F227-2 Provisioned Item Order (PIO) FFP PIO for CLIN 0100 To Be Negotiated (TBN)  FOB: Destination		Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	2F227-2 Technical Data FFP Technical Data for CLIN 0100 Not Separately Priced (NSP) FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 OPTION	ASIA PACIFIC DATABASE (NPSI) FFP See Performance Specification For United States Marine Corps H-1 AH-1Z Training Devices (PRF 150011), Section 3.1.3.7.4.7. FOB: Destination	1	Each		

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200		1	Each		
OPTION	AH-1Z Flight Training Device 2F227-3				
	FFP				
	FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201			Each		
OPTION	2F227-3 Provisioned Item Order (PIO)				
	FFP				
	PIO for CLIN 0200				
	To Be Negotiated (TBN)				
	FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Each		
OPTION	2F227-3 Technical Data FFP Technical Data for CLIN 0200 Not Separately Priced (NSP) FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300		1	Each		
OPTION	AH-1Z Flight Training Device 2F227-4 FFP FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301			Each		
OPTION	2F227-4 Provisioned Item Order (PIO) FFP PIO for CLIN 0300 To Be Negotiated (TBN) FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		1	Each		
OPTION	2F227-4 Technical Data FFP Technical Data for CLIN 0300 Not Separately Priced (NSP) FOB: Destination				

NET AMT

PSC Code 6910

## Section C - Descriptions and Specifications

**C.1 Statement of Work and Performance Work Statement**

The United States Marine Corps H-1 Program AH-1Z Training Devices Statement of Work (SOW), Attachment (1), dated 1 October 2015 (SOW 150010) and United States Marine Corps H-1 AH-1Z Training Devices Performance Specification, Attachment (2), dated 1 October 2015 (PRF 150011) are incorporated herein by reference with the same force and effect as set forth in full text. The Contractor shall deliver the AH-1Z devices utilizing the [To be completed by offeror \(see Section L.B.3.4.d\)](#) aero model.

**C.2 LINE ITEM DETAILS**

Line Item	DESCRIPTION	EXTENDED DESCRIPTION
0100	AH-1Z FTD 2F227-2	In accordance with Statement of Work ( SOW150010) and Performance Specification (PRF 150011), the Contractor shall design, document, develop, fabricate, integrate, test, validate, install, and deliver the AH-1Z FTD 2F227-2; provide Instructor-Operator Training, Maintenance Training, OEM Training, and Software Support Training; and provide an Interim Support Period (ISP) to transition the training device over from the OEM to the sustainment contractor for the AH-1Z FTD 2F227-2.
0101	2F227-2 Provisioned Item Order (PIO)	This is an informational line item that provides for the addition of one or more SLINs that are to be negotiated. Each SLIN to this line item will be for provisioned items orders made pursuant to the SOW paragraph 3.2.10.12 entitled "Buy Through The Prime (BTTP)," and Clauses 5252.211-9506 and 5252.217-9500.
0102	AH-1Z FTD 2F227-2 Technical Data & Information	The Contractor shall develop and deliver technical data and information in support of CLIN 0100 and 0101 of this Contract, in accordance with the SOW and Exhibits A, B, C, D, E, and F.
0103 OPTION	AH-1Z FTD Asia-Pacific Database (NPSI)	In accordance with 3.1.3.7.4.7 of the Performance Specification (150011) and Exhibits A, G, and T, the Contractor shall provide an Asia-Pacific Database for the AH-1Z FTD.
0200 OPTION	AH-1Z FTD 2F227-3	In accordance with Statement of Work ( SOW 150010) and Performance Specification (PRF 150011), the Contractor shall design, document, develop, fabricate, integrate, test, validate, install, and deliver the AH-1Z FTD 2F227-3; provide Instructor-Operator Training, Maintenance Training, OEM Training, and Software Support Training; and provide an Interim Support Period (ISP) to transition the training device over from the OEM to the sustainment contractor for the AH-1Z FTD 2F227-3.
0201 OPTION	2F227-3 Provisioned Item Order (PIO)	This is an informational line item that provides for the addition of one or more SLINs that are to be negotiated. Each SLIN to this line item will be for provisioned items orders made pursuant to the SOW paragraph 3.2.10.12 entitled "Buy Through The Prime (BTTP)," and Clauses 5252.211-9506 and 5252.217-9500.



Line Item	DESCRIPTION	EXTENDED DESCRIPTION
0202 OPTION	AH-1Z FTD 2F227-3 Technical Data & Information	The Contractor shall develop and deliver technical data and information in support support of CLIN 0200 and 0201 of this Contract, in accordance with the SOW and Exhibits G, H, J, K, L, and M.
0300 OPTION	AH-1Z FTD 2F227-4	In accordance with Statement of Work (150010) and Performance Specification (PRF 150011), the Contractor shall design, document, develop, fabricate, integrate, test, validate, install, and deliver the AH-1Z FTD 2F227-4; provide Instructor-Operator Training, Maintenance Training, OEM Training, and Software Support Training; and provide an Interim Support Period (ISP) to transition the training device over from the OEM to the sustainment contractor for the AH-1Z FTD 2F227-4.
0301 OPTION	2F227-4 Provisioned Item Order (PIO)	This is an informational line item that provides for the addition of one or more SLINs that are to be negotiated. Each SLIN to this line item will be for provisioned items orders made pursuant to the SOW paragraph 3.2.10.12 entitled "Buy Through The Prime (BTTP)," and Clauses 5252.211-9506 and 5252.217-9500.
0302 OPTION	AH-1Z FTD 2F227-4 Technical Data & Information	The Contractor shall develop and deliver technical data and information in support of CLIN 0300 and 0301 of this Contract, in accordance with the SOW and Exhibits N, P, Q, R, S, and T.

### C.3 CONFERENCES AND REVIEWS

In accordance with the SOW, the location of each scheduled conference and review is provided in Attachment 3.

### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number [Enter technical proposal number], dated [Enter document date], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

To be completed at award.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)**

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with this clause and best commercial practices.

Applicable CLINs: 0100, 0200, 0300

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR)(OCT 2005)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

Applicable CLINs: 0102, 0202, 0302

**5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

**See Section F.**

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

Applicable CLINs: 0100, 0101, 0200, 0201, 0300, 0301

**5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Applicable CLINs: 0102, 0202, 0302

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0101	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0102	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0103	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0200	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0201	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0202	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0300	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0301	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government
0302	Destination	Government	NAWCTSD 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [NAWCTSD, UIC N61340](#).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)**

Inspection of Devices 2F227-2, 2F227-3, and 2F227-4 shall be accomplished in accordance with the Specification/Statement of Work entitled Statement of Work for United States Marine Corps AH-1Z Training Devices (SOW 150010), dated 1 October 2015, and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of [NAWCTSD](#) technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

Applicable CLINs: 0100, 0200, 0300

### **5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form](#). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Applicable CLINs: 0102, 0202, 0302

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)**

For the purpose of FAR Clause 52.232-25, “Prompt Payment”, paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 90th day after the contractor delivered the supplies or performed the services.

DRAFT

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0100	34 mths. ADC	1	MATSS NEW RIVER JEFFREY BRANN MCAVOY STREET BUILDING AS-255, ROOM 134 MCAS NEW RIVER NC 28545-1035 (910) 449-6692 FOB: Destination	N61340
0101	30 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0102	34 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0103	34 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0200	34 mths. ADC	1	JOINT BASE MCGUIRE/DIX/LAKEHURST OFFICER IN CHARGE (OIC) 3335 FLINT RD. BLDG 3330 FT. DIX NJ 08640 (609) 562-8715 FOB: Destination	N61340
0201	30 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0202	34 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0300	46 mths. ADC	1	NAS JRB NEW ORLEANS DALE ERICKSON BLDG 266 BELLE CHASSE LA 70143 (609) 754-8258 FOB: Destination	N00206
0301	42 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00206
0302	46 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00206

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9506 PROVISIONED ITEMS (FEB 1995)**

Provisioned items shall be delivered in accordance with individual Provisioned Items Orders (PIOs) issued pursuant to [5252.217-9500](#). The Government may order provisioned items for a period of up to twelve (12) months following delivery of [Line Item 0100, 0200, and 0300 \(if the option is exercised\), whichever occurs latest](#).

**5252.247-9504 TRAINING DEVICE (NAVAIR) (FEB 1995)**

(a) Training Device AH1-Z Flight Training Devices (FTDs) 2F227-2, 2F227-3, and 2F227-4 shall be delivered to the following address:

SEE SECTION F.

(b) The contractor is required to follow the milestone schedule set forth below toward meeting the delivery date:

Milestone	Event Date
<b>COMBINED Training Device Milestone Schedule for ALL AH-1Z Flight Training Devices</b>	
SRR/SFR	As Directed by the Government IPT
CDR	As Directed by the Government IPT
PDR	As Directed by the Government IPT
<b>Training Device Milestone Schedule for CLIN 0100, 0101, 0102, and 0103 for the AH-1Z Flight Training Device 2F227-2</b>	
TRR	As Directed by the Government IPT
TRAINING DEVICE ACCEPTANCE	See Section F- "Delivery Information"
Final CDRL Deliverable Accepted	See Section F- "Delivery Information"
<b>Training Device Milestone Schedule for CLIN 0200, 0201, and 0202 for the AH-1Z Flight Training Device 2F227-3</b>	
TRR	As Directed by the Government IPT
TRAINING DEVICE ACCEPTANCE	See Section F- "Delivery Information"
Final CDRL Deliverable Accepted	See Section F- "Delivery Information"
<b>Training Device Milestone Schedule for CLIN 0300, 0301, and 0302 for the AH-1Z Flight Training Device 2F227-4</b>	
TRR	As Directed by the Government IPT
TRAINING DEVICE ACCEPTANCE	See Section F- "Delivery Information"
Final CDRL Deliverable Accepted	See Section F- "Delivery Information"



**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit:

- AH-1Z 2F227-2: A, B, C, D, E, and F
- AH-1Z 2F227-3: G, H, J, K, L, and M
- AH-1Z 2F227-4: N, P, Q, R, S, and T

attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: **TBD**

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

## COMBO

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-INSPECTION LOCATION (SEE SECTION F, "DELIVERY INFORMATION")

-ACCEPTANCE LOCATION (SEE SECTION E, "INSPECTION AND ACCEPTANCE TERMS")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See the PAYMENT WILL BE MADE BY Block on the face page of this document
Issue By DoDAAC	See the ISSUE BY Block on the face page of this document
Admin DoDAAC	See the ADMINISTERED BY Block on the face page of this document
Inspect By DoDAAC	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship To Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship From Code	N/A
Mark For Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N61340
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Accept By DoDAAC	See the ISSUE BY Block on the face page of this document

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name (or Clause w/Name)	Email	Phone	Role
<b>See 5252.201-9500 in Section G</b>			Technical Point of Contact – <b>Acceptor</b>
Steve Coln	<a href="mailto:stephen.coln@navy.mil">stephen.coln@navy.mil</a>	(407) 380-8159	PJM - <b>Acceptor</b>
Contract Specialist	<a href="mailto:elouise.bryant@navy.mil">elouise.bryant@navy.mil</a>	(407) 380-4283	Contract Specialist – <b>Issue by View Only</b>

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### **5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)**

(a) The Technical Point of Contact (TPOC) for this contract is:

NAWCTSD  
Barry P. Supersano, Code 4.6.8.6  
12211 Science Drive  
Orlando, FL 32826-3275

Phone: (407) 380-4260

E-mail: [barry.supersano@navy.mil](mailto:barry.supersano@navy.mil)

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

#### **5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

##### **CONTRACT COORDINATOR:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

##### **ALTERNATE:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

To be completed by contractor.

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**CLAUSES INCORPORATED BY FULL TEXT****5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

**CLAUSES INCORPORATED BY FULL TEXT****5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR)(OCT 2015)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--System for Award Management", the contractor is responsible for providing updated information to the System for Award Management (SAM) database. Additionally, the contractor is responsible for maintaining its active status in the SAM database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the SAM database, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the SAM database. Additionally, any changes/updates made to the SAM database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

**CLAUSES INCORPORATED BY FULL TEXT****5252.232-9528 REIMBURSEMENT OF COSTS ASSOCIATED WITH OPNAV SERVICES (NAVAIR)(JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontractors. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

**CLAUSES INCORPORATED BY FULL TEXT**

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

<b>Functions Retained</b>	<b>Retained for Performance By:</b>
FAR 42.302(a)(3) Post Award Conference	NAWCTSD
FAR 42.302(a)(40) Engineering Surveillance	NAWCTSD
FAR 42.302(a)(41) Adequacy and Surveillance of Engineerng Efforts	NAWCTSD
FAR 42.302(a)(42) Technical Adequacy	NAWCTSD
FAR 42.302(a)(44) Engineering Analyses	NAWCTSD
FAR 42.302(a)(46 ) Review of Engineering Change Proposals (ECPs)	NAWCTSD
FAR 42.302(a)(58) Timely Submission	NAWCTSD

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

<b>Additional Functions</b>	<b>Retained for Performance By:</b>
None provided.	

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
  - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
  - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
  - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.217-9500 ORDERING - PROVISIONED ITEMS (FIXED-PRICE) (NAVAIR)(OCT 2005)**

(a) Contract Modification - Provisioned Items and Other Requirements to be Furnished When Ordered by the Government. The contractor shall furnish supplies or other requirements under the Item(s) set forth in this clause when a contract modification is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the contractor under any Item set forth herein until a contract modification is issued by the Government.

(b) Contractor Qualifying Proposal - Requirements Being Ordered. When required by the [PCO](#), the contractor shall submit a qualifying proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in FAR 15.403 and DFARS 215.403 unless such requirement has been waived for orders under the contract pursuant to FAR 15.403. Certification of the cost or pricing data shall be made upon agreement on price.

(c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications for supplies or other requirements may be issued during the period covered by this contract at any time prior to the delivery date of the last article under the applicable Item called for in Section B hereof for which the supplies or other requirements are being procured. Contract modifications issued in accordance with this clause shall provide that deliveries or performance shall be completed not later than fourteen (14) months after the delivery of the last article under the applicable Item called for in Section B hereof, for which the supplies or other requirements are being procured.

(d) Ordering. For the purposes of this contract, the PCO is the ordering activity. The PCO will issue contract modifications for supplies or other requirements to be furnished by the contractor in accordance with requirements specified by the cognizant provisioning or requiring activity designated in paragraph (q) below. Each contract modification issued in accordance with paragraph (e) or (f) below shall -

- (1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (2) be numbered as a modification to this contract in accordance with DFARS 204.7106;
- (3) state that the contract modification is issued in accordance with this clause;
- (4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.
- (5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (m) below));
- (6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;
- (7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);
- (8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);
- (9) set forth the negotiated delivery or performance dates;
- (10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;
- (11) obligate funds to cover priced orders issued under paragraph (e) below or ceiling priced orders issued under paragraph (f) below;
- (12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (q) below)); and
- (13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.

(e) Issuance of Contract Modifications Covering Priced Orders. For each order placed pursuant to this clause, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor unless otherwise provided for under paragraph (f) below. The supplies or other requirements being procured shall be clearly defined in the supplemental agreement. Such supplemental agreement shall be priced and otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.

(f) Issuance of Contract Modifications Covering Ceiling Priced Orders. In those cases where it is not possible to price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety-of-flight or readiness impact, the Cognizant Contracting Officer will prepare a supplemental agreement to this contract in the form of a ceiling priced order. A ceiling priced order shall not be used to obtain contractor support services. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and shall specify the total ceiling price for the DFARS Clause 252.217-7027, "Contract Definitization". The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (h) below. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2. Each supplemental agreement covering a ceiling priced order shall be signed by the contractor and the Cognizant Contracting Officer. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.

(g) Limitation of Government Liability Under Ceiling Priced Orders. The firm price of each ceiling priced order shall not exceed the ceiling price as established in accordance with paragraph (h). The ceiling price shall be the maximum amount for which the Government shall be liable if the ceiling priced order is terminated before the firm price is established. If at any time the contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price



specified therefore, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer will, based upon such notification, decrease the ceiling price of the ceiling priced order concerned. A decrease in the ceiling price of any ceiling priced order shall be set forth in a supplemental agreement to this contract and shall be signed by the contractor and the Cognizant Contracting Officer.

(h) Establishment of Firm Prices of Ceiling Priced Orders. The contractor shall submit to the Cognizant Contracting Officer not later than 30 days after the issuance of each ceiling priced order a qualifying proposal for the supplies or other requirements ordered by the Government that shall include:

(1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced order together with sufficient data to support the accuracy and reliability of such estimate and

(2) supporting cost or pricing data (see paragraph (o) below), except that if a qualifying proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the ceiling priced order concerned, only revisions to such qualifying proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.

Upon submission of the contractor's qualifying proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced order concerned. The firm price for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable ceiling priced order shall be set forth in such supplemental agreement. Except for ceiling priced orders issued against contract line items for initial spares identified in Section B, the firm price of each ceiling priced order shall be established within one hundred eighty (180) days after the issuance of the ceiling priced order, or the date on which the funds expended by the Government equal fifty (50%) percent of the ceiling price, whichever occurs earlier. The definitization schedule may be extended, but not exceed, one hundred eighty (180) days after submission of the contractor's qualifying proposal. The firm price of each ceiling priced order for initial spares shall be established at most within one hundred eighty (180) days after the issuance of the ceiling priced order. If agreement on a definitive supplemental agreement to establish the firm price of any ceiling priced order is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the ceiling priced order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Ceiling Priced Orders. The contractor shall identify by order all incurred costs (less allocable credits) for work allocable to each ceiling priced order issued pursuant to paragraph (f) above. The requirement for the contractor to segregate the costs of each ceiling priced order shall continue until the firm price is established by a supplemental agreement to this contract.

(j) Progress Payments - Withholding or Suspension - Ceiling Priced Orders. Submission by the contractor of a qualifying proposal for each ceiling priced order issued hereunder is a material requirement of this contracting order that complete definitization will occur within the period specified in paragraph (h) above. Therefore, if the contractor fails to submit a qualifying proposal for any ceiling priced order, progress payments may be reduced or suspended for the order concerned as provided in paragraph (c)(1) of the Progress Payments clause of this contract unless such failure of the contractor is due to causes beyond its control and without its fault or negligence. Cognizant Contracting Officer will notify the contractor, in writing, as to any reduction or suspension of progress payments pursuant to FAR 32.503-6.

(k) Expenditure Limitation for Ceiling Priced Orders. (This paragraph (k) shall not apply to ceiling priced orders issued against contract line items for initial spares identified in Section B or orders under \$25,000.) Pending the establishment of firm prices, progress payments, as well as total expenditures by the Government in the case of acceptance, shall be fifty (50%) percent of the ceiling price of each ceiling priced order for which the contractor has not submitted to the Cognizant Contracting Officer a qualifying proposal for definitization, or seventy-five (75%) percent of the ceiling price of each ceiling priced order for which a qualifying proposal has been submitted to the Cognizant Contracting Officer. The contractor shall identify in an attachment to Standard Form 1443, Contractor Request for Progress Payment, for each ceiling priced order, the progress payment amount requested for each ceiling priced order, and shall state the maximum expenditure limitation specified by this paragraph (k) for the ceiling priced order. In the event of acceptance, the Government shall identify any expenditure limitations specified in this paragraph (k).

(l) Qualifying Proposals for Priced Orders and Ceiling Priced Orders. The term "qualifying proposal", as used herein, means, at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information contained in the proposal and of any other information which the

Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any ceiling priced order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

(m) Contract Exhibits Covering Priced Orders and Ceiling Priced Orders. The contractor shall prepare a contract exhibit in accordance with DFARS 204.7105 covering the deliverable requirements (other than data), being procured under a priced order issued under paragraph (e) above or a ceiling priced order issued under paragraph (f) above. Each contract exhibit shall use the appropriate exhibit identifier assigned in Section B of the Schedule for the contract line item number under which deliverable requirements (other than data) are being procured. Each contract exhibit shall apply only to the contract line item number designated in Section B (or shall apply to one alpha suffix subline item number only if established within the designated contract line item number when the order is issued). The applicable contract line item number (or the applicable alpha suffix subline item number, if established) and the applicable exhibit identifier shall be cited on each contract exhibit. If all available exhibit line item numbers are used within each exhibit (identifier) assigned in Section B for the particular contract line item number(s), the contractor shall notify the Procuring Contracting Officer (PCO), in writing, and request that additional exhibit identifier(s) be assigned for the contract line item number(s) concerned. Any additional exhibit identifier(s) assigned for any contract line item number will be set forth in a unilateral modification to this contract signed by the PCO. This paragraph (m) does not apply to any contract line item number set forth in Section B that calls for data.

(n) Modifications to Priced Orders or Ceiling Priced Orders. Modifications to priced orders or to ceiling priced orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this clause. Modifications to ceiling priced orders issued pursuant to paragraph (f) above shall not include additional requirements or quantities. Any claim for charges resulting from a decrease in the supplies or other requirements ordered in any priced order or in any ceiling priced order shall be processed in accordance with the termination procedures of this contract. Items of supplies or other requirements set forth in modifications to priced orders and contract exhibits attached thereto shall be numbered in accordance with the applicable procedure set forth in DFARS 204.7106, except that new contract line item numbers shall not be assigned in contract modifications issued by the ACO. The applicable contract line item numbers (or alpha suffix subline item numbers, if any) or exhibit line item numbers cited in priced orders or in ceiling priced orders issued pursuant to this clause shall be cited in appropriate modifications to such orders.

(o) Cost or Pricing Data. Whenever cost or pricing data, as defined in FAR 15.403, are required in accordance with FAR 15.403 and DFARS 215.403, the Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(p) Provisioning Document, Specifications, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

<b>Item</b>	<b>Provisioning Document, Specification or Description of Work</b>
0101, 0201, 0301	<b>SOW, Section J Attachment 1</b>

(q) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in ceiling priced orders issued pursuant to paragraph (f) above. If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any ceiling priced order for requirements specified by such activity.

<b>Item</b>	<b>Requiring Activity</b>
0101, 0201, 0301	<b>NAWCTSD, UIC N61340</b>

Applicable CLINs: 0101, 0201, 0301

CLAUSES INCORPORATED BY FULL TEXT

**5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN  
ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)**

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

**CLAUSES INCORPORATED BY FULL TEXT****5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED  
TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

**CLAUSES INCORPORATED BY FULL TEXT****5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION  
(NAVAIR)(FEB 2009)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance-- Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is provided above in Section A.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.243-9505 ENGINEERING CHANGES (NAVAIR)(OCT 2005)**

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with the "Changes" clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

#### CLAUSES INCORPORATED BY FULL TEXT

#### **5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

-- NONE

(2) Government furnished property to be provided under this contract:

-- See Attachment 4- Scheduled Government Furnished Property (GFP)

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

-- NONE

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

-- NONE

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at [http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm\\_pubs.asp](http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp). The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)**

(a) The effort to be performed under this contract includes a series of systems engineering technical reviews to review the design/development of the system and assess the progress towards meeting the technical and/or performance requirements set forth in this contract. The reviews will provide an independent assessment of the emerging design/development of the system against the contractual requirements and user's capabilities requirements.

(b) Government express or implied approval of any particular technical approach or deliverable does not alter the Contractor's responsibility to meet the requirements of the contract. The contractor maintains design responsibility for the system at all times.

### **5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR)(OCT 2005)**

(a) Acceptance under Special Conditions. The Government may, at the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

(1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;

(2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,

(3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount as he determines to be appropriate from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	AUG 2015
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	AUG 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991



252.209-7004	Subcontracting With Firms That Are Owned or Controlled By DEC 2014 The Government of a Country that is a State Sponsor of Terrorism	
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7020	Trade Agreements Certificate--Basic (Nov 2014)	NOV 2014
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database at <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub.L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub/ L 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## CLAUSES INCORPORATED BY FULL TEXT

### **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### CLAUSES INCORPORATED BY FULL TEXT

#### **52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the timeframe(s) provided in the below table. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

<b>Line Item</b>	<b>Option Exercise Period</b>
0103	For a period up to 3 months after initial contract award
0200	For a period up to 6 months after initial contract award
0201	For a period up to 6 months after initial contract award
0202	For a period up to 6 months after initial contract award
0300	For a period up to 12 months after initial contract award
0301	For a period up to 12 months after initial contract award
0302	For a period up to 12 months after initial contract award

#### **52.232-16 PROGRESS PAYMENTS (APR 2012)**

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

- (i) In accordance with the terms and conditions of a subcontract of invoice; and
- (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
  - (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
  - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property.

Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost. (see 45.101)

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

#### **52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within \_\_\_ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;



(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within **60** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

## **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.



**252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)**

(a) Definitions. As used in this clause--

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description


(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description


(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number \_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the

Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) \_\_\_\_\_, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

#### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

## Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List -- Includes each annex to Exhibit A001 that follows: - Annex 1, 1 page - Annex 2, 1 page -- Includes each annex to Exhibit A003 that follows: - Annex 1, 1 page -- Includes Annex to Exhibit A004 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit A006 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit A008 That follows: - Annex 1, 2 pages -- Includes Annex to Exhibit A00B That follows: - Annex 1, 1 page	27	1 October 2015
Exhibit B	Contract Data Requirements List	6	1 October 2015
Exhibit C	Contract Data Requirements List	5	1 October 2015
Exhibit D	Contract Data Requirements List	5	1 October 2015
Exhibit E	Contract Data Requirements List	2	1 October 2015
Exhibit F	Contract Data Requirements List	3	1 October 2015

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit G	Contract Data Requirements List -- Includes each annex to Exhibit G001 that follows: - Annex 1, 1 page - Annex 2, 1 page -- Includes each annex to Exhibit G003 that follows: - Annex 1, 1 page -- Includes Annex to Exhibit G004 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit G006 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit G008 That follows: - Annex 1, 2 pages -- Includes Annex to Exhibit G00B That follows: - Annex 1, 1 page	27	1 October 2015
Exhibit H	Contract Data Requirements List	3	1 October 2015
Exhibit J	Contract Data Requirements List	5	1 October 2015
Exhibit K	Contract Data Requirements List	5	1 October 2015
Exhibit L	Contract Data Requirements List	3	1 October 2015
Exhibit M	Contract Data Requirements List	3	1 October 2015
Exhibit N	Contract Data Requirements List -- Includes each annex to Exhibit N001 that follows: - Annex 1, 1 page - Annex 2, 1 page -- Includes each annex to Exhibit N003 that follows: - Annex 1, 1 page -- Includes Annex to Exhibit N004 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit N006 That follows: - Annex 1, 3 pages -- Includes Annex to Exhibit N008 That follows: - Annex 1, 2 pages -- Includes Annex to Exhibit N00B That follows: - Annex 1, 1 page	27	1 October 2015
Exhibit P	Contract Data Requirements List	3	1 October 2015
Exhibit Q	Contract Data Requirements List	5	1 October 2015

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit R	Contract Data Requirements List	5	1 October 2015
Exhibit S	Contract Data Requirements List	3	1 October 2015
Exhibit T	Contract Data Requirements List	3	1 October 2015
Attachment 1	Statement of Work for United States Marine Corps H-1 AH-1Z Training Devices	78	1 October 2015
Attachment 2	Performance Specification for United States Marine Corps H-1 AH-1Z Training Devices	24	1 October 2015
Attachment 3	Conferences and Reviews Information	1	16 November 2015
Attachment 4	Scheduled Government Furnished Property (GFP)	9	3 November 2015
Attachment 5	DD Form 254, Contract Security Classification Specification	3	10 September 2015
Attachment 6	Data Item Transmittal/Acceptance/Rejection	1	-
Attachment 7	Government Furnished Information (GFI)/Government Furnished Software (GFS)	2	16 November 2015

The attachment listed below pertain only to the solicitation. The attachments will be removed when the contract is awarded.

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
L-1	Government Furnished Information (GFI)/Technical Documents (TD) Request and Non-Disclosure Agreement (NDA)	4	16 November 2015
L-2	Distribution Agreement NAVAIR Portable Source Initiative (NPSI)	4	16 November 2015
L-3	Question/Comment Form	1	16 November 2015
L-4	DD Form 2345, Military Critical Technical Data Agreement	2	16 November 2015
L-5	CPARs Update Questionnaire	1	16 November 2015
L-6	Past Performance Questionnaire	9	16 November 2015

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

## CLAUSES INCORPORATED BY FULL TEXT

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333318.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.



(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

## **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) Definitions. As used in this provision--

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database at <http://www.acquisition.gov> (see 52.204-7).

#### **52.225-18 PLACE OF MANUFACTURE (MAR 2015)**

(a) Definitions. As used in this clause--

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

To be completed by offeror.

**252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) - ALTERNATE A (JAN 2015)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333318.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

[ X ] (i) 52.204-17, Ownership or Control of Offeror.

[ X ] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

[ ] (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

[ ] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Corps and Military Recruiting on Campus - Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities - Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy) - Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain) - Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-70001, Buy American-Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted in the SAM database.

## **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"

## (i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

## (4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C.2536(a).

## (c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure: (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror :

Name and Address of Entity

Controlled by a Foreign

Government:

Description of Interest,

Ownership Percentage, and

Identification of Foreign Government:

## **252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

(a) The terms used in this provision are defined in the following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

## **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--  
 \_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.



\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD  
CLEARANCE PURPOSES (NAVAIR) (FEB 1995)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

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(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
252.215-7008	Only One Offer	OCT 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

**L – CONTENT OF PROPOSALS (SUPPLIES OR SERVICES)****PART A GENERAL INSTRUCTIONS****1.0 GENERAL**

The Offeror is required to submit sufficient information concerning the following areas to enable Government personnel to fully ascertain capabilities of the Offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the Offeror's capability to meet or exceed the defined elements as required by the solicitation. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements, associated risks and is able, willing and competent to devote the resources necessary to meet the requirements, and that the Offeror has valid and practical solutions for all requirements and potential risk areas. Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror has the burden of proof to demonstrate compliance with all the evaluation factors identified in this solicitation. The Offeror is advised that the Government may incorporate into the final contract enhancing features included in the Offeror's proposal deemed beneficial to the Government. With the exception of the Price volume, no pricing information should appear in any volume. Alternate proposals are not acceptable.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. The Offeror is responsible to present enough information to allow the Government to evaluate the proposed work effort, support, and approach, as well as the price proposal without opening discussions. Statements that the prospective Offeror understands, or can and/or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may render a rating of unacceptable. For the purpose of this solicitation, relevance is defined as something that has a logical connection with the matter under consideration. Such aspects of relevance include the type of effort (e.g., development, production, repair), the type of requirements (e.g., weapon systems, information systems, engineering services, scheduled depot maintenance), service similarity, service complexity, contract type, contract dollar value, the division of the company that will perform the work, and degree of participation by principal subcontractors. Recency is defined as performance within 5 years of the date of this proposal submission.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor clearly may be considered a deficiency. There is no need to repeat information in more than one volume if an overlap exists; the detailed information must be included in the most logical place and summarized and referenced in other areas. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Offeror is expected to comply with all requirements of the RFP. The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency.

Throughout these instructions, a “principal subcontractor” is defined as a subcontractor who provides at least 30% of the proposed total price/cost (excluding the Offeror’s profit/fee), for the contract.

Questions regarding this solicitation shall be submitted in writing with the use of Attachment (L-3), Questions/Comments Form. It is requested that each question/comment reference the applicable document, paragraph, and page. **All questions must be submitted for the solicitation no later than 2 weeks after release of the final RFP to Ms. Elouise Bryant at [elouise.bryant@navy.mil](mailto:elouise.bryant@navy.mil). All emails must include the solicitation number and company’s name in the subject line of the email.**

## 2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented.

For electronic copies specified in the table below, the offeror will provide a complete copy of the proposal as electronic files fully compatible with Microsoft Office 2010 on either Compact Disk Read-Only Memory (CD-ROM) or DVD formatted media. For information not fully compatible with and supported by Microsoft Office products, the offeror will provide files that are viewable using Adobe Acrobat reader on the CD-ROM/DVD. The offeror will ensure that the Technical Volume, Technical Annex Volume, Past Performance Volume, and Price Volume are provided on separate CD-ROMs/DVDs. The offeror will provide Section B prices in one digital data copy in MS Office 2010 Excel format on CD-ROM. Each CD-ROM/DVD is to be labeled with the content and the offeror’s name. The Offeror will provide one complete copy of the written proposal to the Procuring Contracting Officer PCO. If a discrepancy exists between the paper version of the proposal and the electronic CD-ROM/DVD “copy,” the paper version will take precedence.

## 3.0 PROPOSAL CONTENT AND VOLUMES

Each volume of the proposal shall be submitted per the copies required noted in the table below. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume if any, are also specified in the table below. The Program Work Plan Gantt Chart (excluding narrative description), manufacturer’s specification sheets and Cross Reference Matrix (CRM) do not count towards the page limit. Proposal pages beyond the specified maximum limit will not be reviewed as part of the evaluation.

Volume Number	Volume Title	Page Limit	Copies Required
1	TECHNICAL	160 pages*	5 Paper Copies, 2 CD/DVD-ROM
1A	TECHNICAL ANNEX	As needed	2 Paper Copies, 2 CD/DVD-ROM
2	PAST PERFORMANCE	As needed	2 Paper Copies, 2 CD/DVD-ROM
3	PRICE	As needed	2 Paper Copies, 2 CD/DVD-ROM

**\*Executive and/or Narrative summaries, if any, functional block diagrams and narrative descriptions provided in response to Section L requirements will be counted toward the page limit.**

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The Offeror shall submit a CRM for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify other requirements documents with paragraph numbers to which the proposal relates, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

#### EXAMPLE OF A CRM

<b>Section L – Proposal Instructions Volume or Paragraph Numbers</b>	<b>Section L - Proposal Instructions Volume or Paragraph Factor/(Element) Title</b>	<b>Section M – Evaluation Factors / (Element)</b>	<b>SOW</b>	<b>Specification</b>	<b>Proposal Reference (Vol/Para)</b>
			Example: Para 3.1	Example: Para 3.1	Provide reference to Offeror's Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror's written proposal
			Note: This column shall address all paragraphs in Sections xx and xy of the SOW	Note: This column shall address all paragraphs in Sections xx and xy of the Performance Specification	
<b>Volume 1</b>	<b>TECHNICAL</b>	<b>PART B</b>			
<b>1.0</b>	<b>TECHNICAL FACTOR</b>				
<b>1.1</b>	Program Planning	<b>1.1</b>			
<b>1.1.1</b>	Work Plan Gantt Chart	1.1	<b>3.1.1</b> <b>3.1.1.1</b> <b>3.1.1.2</b> <b>3.2.3.2</b> <b>3.2.8</b>		
<b>1.1.2</b>	Resource scheduling	1.1	<b>3.1.1</b> <b>3.1.1.1.2</b> <b>3.1.1.3</b> <b>3.2.3.3</b>		
<b>1.2</b>	System Integration	<b>1.2</b>			
<b>1.2.1</b>	Narrative, plan view and three-	1.2		<b>3.1.3.5.1</b>	

	dimensional (3D) view			3.1.3.5.1.5 3.1.3.5.2 3.1.3.5.2.2 3.1.3.5.1.4 3.1.3.7	
1.2.2	Narrative, overall functional block diagram(s) and systems diagrams of the proposed system design	1.2		3.1.3.2.1 3.1.3.3 3.1.3.5.1.1 3.1.3.5.1.3 3.1.3.5.1.5 3.1.3.5.2 3.1.3.5.2.2 3.1.3.5.2.3 3.1.3.7.5.14	
1.3	Visual System	1.3			
1.3.1	Overall Visual System Approach	1.3			
1.3.2	Out-the-Window (OTW) Display System	1.3			
1.3.3	Night Systems Training	1.3			
1.4	Software Architecture	1.4			
1.4.1	Functional block diagram depicting all software Configurations items and their interfaces.	1.4			
1.4.2	Narrative describing intended implementation of software.	1.4			
1.4.3	Description of the hardware, mechanical and software interfaces between all trainer systems and subsystems	1.4			
1.4.4	Software and software tools	1.4			
1.4.5	Software Configuration Management	1.4			
1.5	USMC Tactical Environment (TEEn) Integration	1.5			
1.5.1	Functional block diagram depicting intended approach to integrate the TEEn to include systems that interface with the TEEn system	1.5			
1.5.2	Block diagram with narrative that describes the proposed approach to integrate the TEEn subsystem into to AH-1Z FTD and implement interfaces and interface functions	1.5			
1.6	Flight Fidelity	1.6			
1.6.1	Describe the approach to design, develop, integrate and validate all aero and engine models	1.6			
1.6.2	Describe the approach for implementing an Automatic	1.6			

	Fidelity Test (AFT) tool				
<b>1.6.3</b>	Describe the approach to design, develop, integrate, and validate the control loading system	1.6			
<b>1.6.4</b>	Describe the approach to design, develop, integrate and validate the cockpit shaker system	1.6			
<b>1.6.5</b>	Describe the approach for minimizing transport delay	1.6			
<b>1.7</b>	Logistics	<b>1.7</b>			
<b>1.7.1</b>	Facilities Layout	1.7			
<b>1.7.2</b>	Hardware Commonality	1.7			
<b>1.7.3</b>	Technical Documentation	1.7			
<b>1.9</b>	<b>TECHNICAL ANNEX</b>	<b>PART B</b>			
<b>1.9.1</b>	Small Business Participation	<b>1.9.1</b>			
<b>1.9.2</b>	Individual Subcontracting Plan Goals	<b>1.9.2</b>			

#### 4.0 PROPOSAL SUBMISSION

Clearly mark all packages with the solicitation number. The submission date for the proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP, or as amended. Offerors shall not submit proposals by electronic commerce such as facsimile or via email.

**1. Proposals Submitted by Commercial Carrier:** Offerors shall submit proposals via United States Postal Service or through a commercial carrier using the following address:

Naval Air Warfare Center Training Systems Division  
 Code: AIR-2.5.3.4 Elouise Bryant  
 12211 Science Dr.  
 Orlando, FL 32826  
 Solicitation Number: N61340-16-R-2428

**2. Hand Carried Proposals:** Hand carried proposals may be delivered to the address below, attention Ms. Elouise Bryant. If an Offeror chooses to hand carry a proposal, arrangements shall be made at least three (3) Government workdays in advance with the primary point of contact (POC) Ms. Elouise Bryant, Contract Specialist. Ms. Bryant may be contacted by phone at (407) 380-4283 or by email at elouise.bryant@navy.mil. The alternate POC is Mrs. Andrea Gordon-Eubanks who may be contacted by phone at (407) 380-4389 or by email at andrea.gordon@navy.mil. Offerors will be required to supply the primary POC or alternate POC with the name, company name, citizenship, and telephone number of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary visitor request(s) prior to arrival. **Visitor request approval must be obtained prior to facility access.**

If the proposal or any revisions to the proposal are hand carried, the offeror shall notify the cognizant Contract Specialist at least three (3) business days prior to the closing date/time specified in the amendment/letter requesting final proposal revisions. Offerors will be required to supply the primary POC or alternate POC listed above with the name, citizenship, and telephone number of all the individuals that will be present to hand deliver the proposals in order to prepare the necessary visitor request(s) prior to arrival.

NAWCTSD is a secure facility and all visitors will be stopped by security personnel upon entrance. Only authorized visitors will be permitted to enter. Upon admittance, offerors are required to report to the lobby of the DeFlorez

Building and contact the primary POC (or alternate POC) to accept the proposal submission (a telephone is available in the lobby to place calls within the building). Please note, security personnel are not authorized to accept proposals. The Contract Specialist will provide the offeror with documentation reflecting the date and time the proposal submission was received for the offeror's record. **Please note for all hand carried deliveries, use the following address.**

Contract Specialist:  
(Primary POC) Naval Air Warfare Center Training Systems Division  
Code: AIR-2.5.3.4  
Elouise Bryant  
12211 Science Dr.  
Orlando, FL 32826  
Tel: 407-380-4283  
Solicitation Number: N61340-16-R-2428  
Email: elouise.bryant@navy.mil

Contracting Officer:  
(Alternate POC): Naval Air Warfare Center Training Systems Division  
Code: AIR-2.5.3.4  
Andrea Gordon-Eubanks  
12211 Science Dr.  
Orlando, FL 32826  
Tel: 407-380-4389  
Solicitation Number: N61340-16-R-2428  
Email: andrea.gordon@navy.mil

## **5.0 PROPOSAL PACKAGING**

The offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like-volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all original proposal volumes. Each box should include a packing slip detailing the contents, to include the volume number, title, and copy number. Also, each box should be stamped or marked with the solicitation number and "For Official Use Only."

## **6.0 CLASSIFIED DATA**

All proposals must be UNCLASSIFIED

## **7.0 SOLICITATION CHANGES**

For any changes and additional information for the solicitation please go to the following websites:

Navy Electronic Commerce Online (NECO): <https://www.neco.navy.mil>

Federal Business Opportunities (FBO): <http://www.fbo.gov/>

## **8.0 GOVERNMENT FURNISHED INFORMATION (GFI) AND NON-DISCLOSURE AGREEMENTS (NDA)**

GFI required for proposal preparation will be provided through NAWCTSD via Compact Disc (CD) or Digital Versatile Disk (DVD) formatted media. If requested and approved, proprietary data for which the Government has distribution rights will be made available to the offeror. A list of available GFI is provided in Section J, Attachment 7. The GFI that will be provided to offerors (IAW DFARS Part 227) shall be protected according to its markings.

The offeror interested in obtaining copies of the requirements documents shall submit Attachment L-1, AH-1Z FTD GFI Request Form to the cognizant Contracting Officer, via the Contract Specialist, Ms. Elouise Bryant ([elouise.bryant@navy.mil](mailto:elouise.bryant@navy.mil)) in order to have the CD or DVD sent to them. Requests for GFI shall be executed by an individual with authority to bind the company in such an agreement.

Once Attachment L-1, AH-1Z FTD GFI Request Form is processed and approved by the cognizant Contracting Officer, a CD or DVD will be sent to the requesting offeror. If any changes affect the submitted Attachment L-1, AH-1Z FTD GFI Request Form the offeror shall update the form and resubmit to the Government.

Data disclosure is governed by the restrictive markings on the GFI. Several GFI documents are marked with Export-Controlled markings. To receive access to the Export-Controlled Data, the offeror shall demonstrate compliance with the Joint Certification Office (JCO) and be a "Qualified U.S. Contractor" as established in its certification. The Government will verify the certification information via a Joint Certification Program (JCP) search on the Defense Logistics Agency (DLA) Logistics Information Service website (<http://www.dlis.dla.mil/jcp/search.aspx>). If the Data Custodian contact information shown on the DLA JCP website is no longer accurate, offeror shall ensure to update their DD 2345 Form (Attachment L-4) with current Data Custodian information and submit for processing to the JCO. The offeror may request expedited processing. The offeror shall advise the Government if any other discrepancies exist. The contractor shall comply with NAVAIR notice 5252.227-9507, Notice Regarding the Dissemination of Export-Controlled Technical Data (Oct 2005), and DFARS clause 252.225-7048, Export-Controlled Items (JUN 2013).

Any use of the GFI shall be subject to Clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

#### **9.0 AMRDEC SAFE ACCESS FILE EXCHANGE (AMRDEC) FOR CERTAIN ATTACHMENTS & EXHIBITS IN SECTION J**

The following Attachments and Exhibits listed in Section J listed below will be made available via the AMRDEC Safe Access File Exchange due to some of the documents markings:

- Attachment 1: Statement of Work
- Attachment 2: Performance Specification
- Exhibits A – T

The offeror interested in obtaining copies of the documents shall submit their request to the cognizant Contracting Officer, via the Contract Specialist, Ms. Elouise Bryant ([elouise.bryant@navy.mil](mailto:elouise.bryant@navy.mil)) in order to have the AMRDEC password sent to them. Requests for attachments shall be executed by an individual with authority to bind the company in such an agreement. Once the request is processed and approved by the cognizant Contracting Officer, an AMRDEC password will be sent to the requesting offeror.

Recipients will automatically be notified via email when they have been added as a recipient to a package. The email they receive will contain a link and a password. Clicking on the link will take the recipient to a page where they will be asked for the password. The best way to enter the password is to copy it from the email and then paste it into the password box.

After logging in, the recipient will be able to download all the files within the package. We recommend right-clicking on each file and selecting the "Save Target As" option to select the location to save the file to.

After downloading every file within the package, the recipient will not be able to log back in to download the files again. Simply logging in or starting a download will not lock the user out. In order to be locked out, the recipient must successfully download every file within the package.

#### **10.0 NAVAIR PORTABLE SOURCE INITIATIVE (NPSI) SAMPLE DATA SETS, FULL DATA SETS & DISTRIBUTION AGREEMENT**

Offerors interested in receiving NPSI datasets shall prepare Attachment L-2 and submit it to the Government. In accordance with the instructions in Attachment L-2, Offerors shall identify/select any of the listed items they request to receive. Subsequently, the Government will provide the requested item(s). If this is an Offeror's second or subsequent request, do not request items previously requested and received under this solicitation.



Pursuant to this request, some of the NPSI material being provided by the Government may contain technical data, the export of which is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Therefore, it is also requested Attachment L-1 Government Furnished Information (GFI) Request and Non-Disclosure Agreement (NDA) be submitted with this request, if it has not been previously submitted. Offerors requesting NPSI datasets shall provide external hard drive(s) with no less than the sum of the storage capacities requested (per Attachment L-2) together with Attachment L-1. The external hard drive(s) may be dropped off by an Offeror or shipped to Ms. Elouise Bryant at the following address:

Naval Air Warfare Center  
Training Systems Division  
Code: AIR-2.5.3.4  
Elouise Bryant  
12211 Science Dr.  
Orlando, FL 32826  
Solicitation Number: N61340-16-R-2428

Important note: The Government will reformat the external drive provided by the requestor prior to copying NPSI material onto the drive. Requestors are advised that any and all information contained on a submitted drive will be lost and unrecoverable.

Offerors are requested to track shipment of the external hard drive. If an Offeror chooses to drop off the external hard drive off, a visit request may be required. If an Offeror chooses to ship the drive(s), prepaid return shipping labels shall be included. Please contact Elouise Bryant to process the visit request. It is anticipated that it will take the Government up to two weeks to process each dataset request once the external hard drive is received. Once the request is processed, the Government will send the external hard drive(s) back to each Offeror using prepaid return shipping label(s) provided by the Offeror or contact the Offeror to pick up the external hard drive(s) locally from the address listed above.

## **PART B SPECIFIC INSTRUCTIONS**

### **1.0 VOLUME 1: TECHNICAL**

Note: This volume shall not contain any reference to cost or price aspects of the offer.

Overall, the offeror shall provide information that is logical, understandable, and clearly details its approach to meeting AH-1Z FTD program requirements.

The offeror shall provide information and data to address elements 1.1 through 1.9 for the Technical volume, including Technical Annex, and shall consist of narratives, drawings, block diagrams, or other items specified herein. Any analysis conducted by subcontractors or vendors to support specific calculations or approaches shall be described and included with the offeror's approach(s).

#### **1.1. System Integration**

##### **1.1.1. Provide a narrative, plan view, and three-dimensional (3D) view that depicts:**

1.1.1.1. The overall layout to include the visual system components (i.e., projectors, auto alignment system, visual display system), cockpit, jump seats, cockpit ingress and egress safety features (i.e. railings and platforms), Instructor Operator Station (IOS), computer and equipment racks, storage area(s), computational systems, cabin, entrances and exits, and cockpit monitoring system.

1.1.1.2. The IOS layout to meet all IOS-related requirements, including displays, controls, and panels.

##### **1.1.2. Provide a narrative, an overall functional block diagram(s), and systems diagrams of the proposed system design which describes and depicts all the following hardware, mechanical, and hardware and software interfaces: IOS design, including IOS controls, IOS panels, and display mirroring of the**

Multi-Function Display (MFD), Helmet Mounted Sight Display (HMSD) symbology, Dual Function Display (DFD), Target Sight System (TSS) tracker design, including the tracking algorithm, the software approach, hardware approach, and how it integrates with other trainer subsystems.

## 1.2. Visual System (VS)

### 1.2.1. Overall Visual System Approach

- 1.2.1.1. Identify the proposed image generator (IG) and display units (e.g. projectors and monitors). Additionally, provide the manufacturer's published specification sheet(s) for each identified unit.
- 1.2.1.2. Identify the IG and display unit specific configuration characteristics, features, and options that the offeror considers essential to be included with the proposed approach in order to meet program visual system requirements.
- 1.2.1.3. Provide a functional block diagram depicting the IG, display(s), and other subsystem hardware, the allocated software functionality, and the interfaces associated with the proposed solution.

### 1.2.2. Out-the-Window (OTW) Display System

- 1.2.2.1. Provide a narrative description explaining the functionality, hardware, software, and interface solutions that meet or exceed the specified geometric accuracy, field of view, resolution, contrast, luminance, luminance uniformity, and color uniformity requirements within the constraints of the specified viewing volumes and available facility space.
- 1.2.2.2. Provide a narrative description explaining how the required functionality will be allocated to hardware and software configuration items and identify the visual system parameter data that will be exchanged across the interfaces involved in the implementation.
- 1.2.2.3. Identify the luminance, contrast, geometric accuracy, field of view, and resolution performance values with the proposed approach. Provide supporting rationale, including data, assumptions, and formulas with calculations (or Computer Aided Design tool output results and plots) supporting the conclusion that the proposed visual system approach will meet or exceed the identified performance requirements.

### 1.2.3. Night Systems Training

- 1.2.3.1. Provide a narrative description of the functionality, hardware, software, and interfaces proposed to implement a solution that provides the visual cues necessary for night systems training under dusk, dawn, and night time scene illumination conditions for naked eye viewing.
- 1.2.3.2. Provide a narrative description of the functionality, hardware, software, and interfaces proposed to implement a solution that provides the visual cues necessary for night systems training under dusk, dawn, and night time scene illumination conditions for night vision goggle (NVG) assisted viewing.

## 1.3. Software Architecture

- 1.3.1. Provide a functional block diagram which depicts all software configurations items and their HW and SW interfaces between the trainer's systems and subsystems. Identify new, re-used, and modified software configuration items.
- 1.3.2. Provide a narrative that describes the intended implementation of any software that is new, modified, and re-used. Identify the sources (e.g. training devices, in-house projects) where the proposed re-used and modified software were previously used.
- 1.3.3. List and provide a short description of the hardware, mechanical and software interfaces between all trainer computational systems, MFDs, and aircraft operational equipment.

## 1.4. USMC Tactical Environment (TEn) Integration.

- 1.4.1. Provide a functional block diagram that depicts the intended approach to integrate the TEn to include systems that interface with the TEn system.

- 1.4.2. Provide block diagram with narrative that describes the proposed approach to integrate the TEn subsystem into to AH-1Z FTD and implement interfaces and interface functions required to complete the integration of the TEn subsystem into the AH-1Z FTD. Include the subsystems required to pass data to the TEn subsystem and the subsystems that will receive the data from the TEn subsystem via the TEn defined interfaces.

#### 1.5. Flight Fidelity

- 1.5.1. Identify and describe the proposed aero and engine models, and the extent to which they will be used to fulfill the requirements. Describe the approach to design, develop, integrate and validate all aero and engine models. Provide a functional block diagram that depicts the intended modeling approach. Identify the source of each model and the extent to which it would be reused and modified.
- 1.5.2. Describe the approach for implementing an Automatic Fidelity Test (AFT) tool. Discuss the scope of tests, presentation of test results, and capabilities of the tool.
- 1.5.3. Describe the approach to design, develop, integrate, and validate the control loading system. Provide a functional block diagram that depicts the intended modeling/integration approach. Identify the vendor of the proposed system.
- 1.5.4. Describe the approach for meeting the requirement for transport delay. Describe the validation approach associated with transport delay.

#### 1.6. Logistics

##### 1.6.1. Facilities Layout

- 1.6.1.1. Provide a scaled facility layout with dimensions, along with a general scaled layout with dimensions, for the proposed training system solution at each site.
- 1.6.1.2. Provide a narrative to describe any potential problems in the interface of the proposed design and the Government Furnished Facility (GFF) as it related to the facility program requirement.

#### 1.7. Intellectual Property Rights:

Currently in development

1.8 TECHNICAL ANNEX: Small Business Participation (all offerors) and Subcontracting Plan (Large Businesses only). This annex shall be submitted separate from this volume with a CD/DVD-ROM containing only Technical Annex information as specified below:

##### 1.8.1 Small Business Participation Strategy

- 1.8.1.1 The Offeror shall IAW FAR 15.304 and DFARS 215.304 demonstrate Small Business Participation Strategy. Small Business offerors may meet this requirement using work they perform themselves. For purposes of this solicitation, the term SB Concern shall also include the subcategories of Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges/Universities and Minority Institutions (HBC/UMI). Each subcategory of SB shall be addressed. This strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required. **The minimum proposed goal inclusive of all SB categories shall be no less than 15% of the total estimated contract value, inclusive of options; if a lower value is proposed it should be clearly explained why the 15% goal cannot be met.** In describing its SB Participation Strategy for this solicitation, the offeror shall address their strategies for utilizing SB Concerns in the performance of this contract:

- 1.8.1.1.1 Describe the extent of participation of SB Concerns on this contract, including a detailed description of the supplies and/or services for each SB Concern subcategory, and the complexity and variety of the work SB Concerns are to perform. For each SB Concern specifically identified in the proposal, provide the SB Concern's CAGE Code, or, if the SB Concern is not registered in the System for Award Management (SAM), at a minimum provide evidence of self-certification in accordance FAR 19.703(b) as an SB

Concern. Where possible, provide documentation regarding enforceable commitments to utilize each SB Concern.

1.8.1.1.2 Provide targets, expressed as dollars and percentages of total contract value for participation of SB and all socio-economic subcategories of SB. Note: This calculation is different from the calculation required by FAR 52.219-9 in the Subcontracting Plan, as the Plan requires percentage of subcontracting value;

1.8.1.1.3 Demonstrate (Large Businesses only) that it's SB Participation Strategy is consistent with its SB Subcontracting Plan.

#### 1.8.2 Small Business Subcontracting Plan

The Large Business Offeror shall provide its Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall describe how Small Business participation on this contract will contribute to its overall Comprehensive Subcontracting goals. The Offeror shall describe its specific efforts to ensure the resulting contract shall meet or exceed proposed goals. The Subcontracting Plan of the successful Offeror will be reviewed and approved by the PCO prior to contract award. See FAR 19.702 Statutory Requirements (a)(1) regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the Contracting Officer. The successful Offeror's Subcontracting Plan will be incorporated as an attachment to the resultant contract.

## 2.0 VOLUME 2: PAST PERFORMANCE

### 2.1 General

2.1.1 The Offeror shall identify contracts performed within five years of this proposal submission date which contains efforts similar to those performed by Offeror and Offeror's principal subcontractors in the solicitation (trainer type and complexity). Commercial contracts may be included. List the contracts from the most relevant to the least relevant. In general, recent performance will be considered more relevant than older performance. These contracts should include no more than three of the most relevant contracts for the prime contractor and two of the most relevant contracts for each principal subcontractor.

2.1.2 For each contract identified, provide contract data, relevancy, past performance, and systemic improvement information as described below. Demonstrate the relevancy of the Offeror's, and if applicable, the Offeror's principal subcontractors' past performance and systemic improvements with respect to the solicitation requirements. For each past performance problem identified, describe the status of the systemic improvement efforts and, where applicable, demonstrate the impact that the systemic improvement effort had on resolving the problem such that it would not reoccur.

2.1.3 For contracts that have CPARS Reports that are more than six months old, e.g., the completion date is more than six months before the due date for this Past Performance Volume; the Offeror will forward a copy of the CPARS Update Questionnaire (Attachment L-5) to that contract customer's Program Manager. For all contracts identified which do not have CPARS, Reports the Offeror will forward a copy of the Past Performance Questionnaire (Attachment L-6) to that contract customer's PCO, Administrative Contracting Officer, and Program Manager. All questionnaires shall be forwarded within two weeks from the RFP release date with enough lead-time so that responses can be received by the Government concurrent with the Government's receipt of the Offeror's Past Performance information. The Offeror shall include instructions for the customers to send completed questionnaires NLT 2 weeks after release of the final RFP via e-mail to Elouise Bryant, Contract Specialist at [Elouise.Bryant@navy.mil](mailto:Elouise.Bryant@navy.mil) and Andrea Gordon-Eubanks, PCO at [Andrea.Gordon@navy.mil](mailto:Andrea.Gordon@navy.mil), thereby allowing the customer approximately two weeks to complete their response. This submittal information is provided at the top of the questionnaires to facilitate the Offeror's effort in meeting these instructions. The Offeror shall not conduct follow-up actions with regard to this questionnaire. The Government will ensure that the

customers have received and will respond to the questionnaires. The Government may send any other questionnaires as necessary.

- 2.1.4 The Offeror shall provide written consent from their principal subcontractors that will allow the Government to coordinate their Past Performance issue(s) with the Offeror. If the Offeror does not submit such written consent, then the Government will address any past performance issues directly with the principal subcontractor and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractors that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.
- 2.1.5 The Government may use information other than that provided by the Offeror in their proposals to evaluate past performance. The Government may use Past Performance information obtained from sources other than those identified by the Offeror. The Past Performance Information Reporting System (PPIRS) will be the primary method used to evaluate Past Performance. It is incumbent upon the Offeror to explain the relevance of the data provided. The Government has no duty to search for data to cure the problems it finds in the information provided by the Offeror. The Offeror has the burden of providing thorough and complete past performance information.

## 2.2 Contract Data

- a. Provide all the information identified below separately for each contract. Additionally, provide this information electronically as a separate file on CD-ROM, which contains Offeror's Past Performance proposal in a Word Table in the format depicted below:

		Relevant Contract Data				
	Prime (P) or Sub (S)					
1.	Contractor Name	Prime (P)	P2	P3	Subcontractor (S)1	SX
2.	Title of contract					
3.	Contract number/type					
4.	Procuring agency					
5.	Description of product or service					
6.	Period of performance					
7.	Place of performance <sup>1</sup> and CAGE Code/ DUNs #					
8.	Dollar value of contract (Total)					
9.	Reserved					
10.	CPARs? - CPARS completion date - on DOD PPIRS? <sup>2</sup>					
11.	Recency <sup>3</sup>					
12.	Reserved					
13.	Date past performance questionnaires were sent					
14.	Points of Contact who can validate performance on the past performance contract, specific delivery order or task order number referenced above.					
15.	Gov't PCO or Commercial Purchasing Agent <ul style="list-style-type: none"> <li>Name:</li> <li>Phone:</li> <li>Email:</li> </ul>					
16.	Gov't ACO <ul style="list-style-type: none"> <li>Name:</li> <li>Phone:</li> <li>Email:</li> </ul>					

17.	Gov't PM or Commercial PM <ul style="list-style-type: none"> <li>Name:</li> <li>Phone:</li> <li>Email:</li> </ul>					
18.	Other: <ul style="list-style-type: none"> <li>Name:</li> <li>Phone:</li> <li>Email:</li> </ul>					

<sup>1</sup> – Place of Performance should be the same as being proposed in this solicitation. If different please include an explanation.

<sup>2</sup> - CPARS (yes/no) - CPARS completion date - on DOD PPAIS (yes/no) (Indicate whether or not any CPARS have been completed and identify the last CPARS completion date and if it is currently on DoD PPAIS)

<sup>3</sup> Recency-Efforts performed within the last five years.

Rating	Definition
Relevant	<p>Relevant: For the purposes for meeting the definition of a relevant past performance contract, the following must be included: type of training device and the complexity of the integration that was performed.</p> <ul style="list-style-type: none"> <li><u>Types of training devices.</u> A relevant past performance reference is one that pertained to any of the following: Full Flight Simulators (FFS), Weapon Systems Trainers (WST), Flight Training Device (FTD), Aircrew Procedures Trainer (APT), and Operational Flight Trainer (OFT).</li> <li><u>Complexity.</u> A relevant past performance reference is one that involved delivery of at least one training device which included design, test, and the integration of a flight fidelity model and at least two of the following subsystems: visual system; Instructor Operator Station (IOS); Host; Input/Output (I/O) system; a Digital Control Loading system; aircraft Operational Flight Programs (OFP); and/or other critical subsystems required to deliver a fully integrated, interoperable real-time flight training device.</li> <li>The dollar value and the period of performance will not be considered with regard to relevancy.</li> <li>For principal subcontractors a relevant past performance reference is one that contained materially the same effort as is to be performed for this acquisition.</li> </ul>
Not Relevant	A "Not Relevant" contract falls outside the boundaries of the Relevant description above.

b. Relevancy -The Offeror shall explain what aspects of the contract are deemed relevant to the proposed contract. At a minimum, identify key or critical tasks of the solicitation and indicate the relevancy of the "past performance" contract to these tasks.

c. Past Performance Information-The Offeror shall provide a brief description of performance in delivering quality products in each of the following areas: 1) meeting technical requirements, i.e., the quality of technical performance, e.g., performing analysis, design, testing, etc., 2) meeting schedule requirements, i.e., schedule performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc., 3) controlling contract cost, i.e., cost performance, e.g., on time or late delivery,

modification of original schedules and reasons for any changes, etc., and 4) managing the contracted effort, i.e., program management, e.g., cooperation with customer, subcontract management.

- d. Systemic improvement Information-Identify those systemic improvement actions taken to resolve past problems. Describe the techniques, elements, and tools used to correct problems and, if applicable, how these techniques, elements, and tools will be used during this contract.

Small Business Concerns Participation Goals (if applicable): Note whether the contract met or exceeded small business, small disadvantaged business, small business HUB Zone, veteran-owned small business, service disabled veteran owned small business, women-owned small business participation and subcontracting goals.

### 2.3. Past Performance Data Requirements

Provide all the information identified below separately for each contract. Provide a summary of the Customer's Points of Contact in a MS Word Table using the format below which is illustrated with an example. Include an electronic copy of this table in MS Word on a CD.

1. Offeror's Name (Prime or Principal Sub)	1. Contract #,  4. Offeror's Role (e.g., prime or sub)	Customer's Name	1. CPARS? Recent? 2. Questionnaire # ____ Sent? 3. For Subs - Agreement to allow Coordination with Prime?	Point of Contact's Name; Phone Number, Fax Number and E-mail address
AB (prime)	1. N009,  4. Prime	RYP	1. CPARS: No 2. Questionnaire #1: - Sent 5/4/05 3. N/A	Al (PM) 444-444-4444, fax 555-555-5555, Al@RYP
			1. CPARS: No 2. Questionnaire #2: - Sent 5/4/05 3. N/A	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@RTP
			1. CPARS: No 2. Questionnaire #3: - Sent 5/4/05 3. N/A	Joe (ACO) 111-111-1111 fax 888-888-8888 Joe@ RYP
AB (prime)	1. N008,  4. Sub	L&M	1. CPARS: Yes/No 2. Questionnaire # 1: - Sent 5/4/05 3. N/A	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@AB
NNB (sub)	1. N007,  4. Prime	RST	1. CPARS: Yes/Yes 2. Questionnaire: - Not Sent 3. Agreement: Yes	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@NNB

## 3.0 VOLUME 3: PRICE

### 3.1 Volume Content:

- a. This Volume shall contain the information requested below and shall include a copy of Section B with the Contract Line Item (CLIN) for evaluation purposes, the Total Prices filled in (Supplies and/or Services and Prices and/or Costs) using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS

- Office 2010 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.
- b. All price and price supporting information shall be contained in section B and the price proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offeror are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

### 3.2 Ground Rules and Assumptions:

- a. As this is a competitive acquisition with adequate price competition anticipated, any price documentation requested shall not be certified cost or pricing data in accordance with FAR 15.406-2. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors and may conduct negotiations with the Offeror, pursuant to FAR Part 15.403-4, in order to ensure a reasonable price. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2. Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the Government.

### 3.3 Price Information:

The Offeror shall identify the proposed prices for each CLIN or SLIN as specified in Section B of this solicitation. The Offeror shall provide a total overall price of the proposal and submit a complete Section B.

### 3.4 Administration Information

- a. Signed Standard Form 33 for basic solicitation and each amendment.
- b. Statement regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.

An “exception” is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A “deviation” is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A “waiver” is where an Offeror requests authorization for the Government to accept an item, which will depart from, specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered deficient. An assumption or condition shall not be considered an exception, deviation, or request for waiver as defined herein.

Provide a detailed description for each exception, deviation, or request for waiver, as applicable. The Offeror shall indicate the Offeror’s difficulty with the applicable requirement and the Offeror’s proposed solution. The Offeror shall specifically identify the portion of the solicitation and the Offeror’s proposal which are affected. If there are no exceptions, deviations or waivers, the Offeror shall state so within this Volume.

- c. Populate information in Section G clause 5252.201-9502.
- d. Complete Section C.1 and K.
- e. Include a statement identifying the proposal expiration period. The proposal expiration period should be no less than 270 days after proposal submission.
- f. The offeror shall provide the mailing address, telephone, fax numbers, and facility codes for the Offeror’s local DCMA, DCAA, and Government Paying Office. The offeror shall also provide their TIN, DUNS and CAGE code.
- g. The offeror shall indicate the most recent date on which their Accounting, Purchasing, Government Property, and Estimating Systems were determined adequate and shall identify the verifying Government agency. Negative responses required. Note: In order for an offeror to receive progress payment they must have an adequate accounting system. In the event the successful offeror does not have an adequate accounting



system, the offeror may need to propose performance based payments (PBP) after contract award that will be analyzed as stated within the guidelines at the following site:

[http://www.acq.osd.mil/dpap/cpic/cp/Performance\\_based\\_payments.html](http://www.acq.osd.mil/dpap/cpic/cp/Performance_based_payments.html)

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST <https://assist.dla.mil/online/start/>;
- (2) Quick Search <http://quicksearch.dla.mil/>;
- (3) ASSISTdocs.com <https://assist.dla.mil/wizard/index.cfm>.

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard <http://assist.daps.dla.mil/wizard/>;
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

##### **52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

##### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Firm-Fixed-Price (FFP)** contract resulting from this solicitation.

##### **52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Andrea Gordon-Eubanks  
12211 Science Drive  
Orlando, FL 32826  
[Andrea.Gordon@navy.mil](mailto:Andrea.Gordon@navy.mil)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)**

The anticipated award date for this requirement is **3<sup>rd</sup> Quarter FY2016**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

**5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

**5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (APR 1998)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

**5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR)  
(MAR 1999)**

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

The Chief of the Contracting Office  
Timothy Cichon, AIR-2.5.3  
12221 Science Drive  
Orlando, FL 32826  
[Timothy.Cichon@navy.mil](mailto:Timothy.Cichon@navy.mil)

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

## Section M - Evaluation Factors for Award

**M –EVALUATION FACTORS FOR AWARD (SUPPLIES OR SERVICES)****PART A: GENERAL INFORMATION****1.0 GENERAL**

The Government expects to select *one* Offeror on the basis of its proposal providing the “best value” to the Government, all factors considered. “Best value” means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

**2.0 EVALUATION PROCESS**

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation, in accordance with the solicitation. The Government reserves the right to hold discussions; however, award may be based upon the initial offer. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information in the proposal may impact the resulting evaluation ratings and risk assessment.

**3.0 EVALUATION FACTORS FOR AWARD**

**Proposals shall be evaluated using the factors listed below.**

**TECHNICAL**

The following are elements under the Technical Factor:

- 1.1 System Integration
- 1.2 Visual System
- 1.3 Software Architecture
- 1.4 USMC Tactical Environment (TEEn) Integration
- 1.5 Flight Fidelity
- 1.6 Logistics
- 1.7 Intellectual Property Rights
- 1.8 Small Business Participation and Subcontracting Plan

**PAST PERFORMANCE****PRICE**

All evaluation factors other than price, when combined, are significantly more important than price. Technical is more important than Past Performance. Within the Technical Factor the following elements are of equal importance and are more important than the remaining elements, which are of equal importance:

- 1.1 System Integration
- 1.2 Visual System
- 1.5 Flight Fidelity

## 1.7 Intellectual Property Rights

Because Technical and Past Performance are significantly more important than price, the Government is permitted to pay a price premium, within budget, for a certain level of technical superiority. Thus, the selection official will perform a tradeoff between offerors' evaluated prices and their evaluated strengths, weaknesses, and deficiencies and is permitted to select an offeror that has proposed a higher price if the technical superiority of that offeror's proposal is worth the price premium. As required by FAR § 15.308, the selection official will document his or her basis for award.

Because a successful offeror's evaluated strengths and weaknesses are generally exempt from release under the Freedom of Information Act, 5 U.S.C. § 552, but so that unsuccessful offerors might have some idea of where they stand in the evaluation compared to the successful offeror, the Government will assign both a Technical Factor Rating and Technical Risk rating below to each offeror's Technical Factor. The selection official will not base his or her decision on the ratings, however, ratings are merely guides to intelligent decision making.

The proposal must demonstrate to the Government's satisfaction that the Offeror will provide a quality supply or service that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. If deemed appropriate by the Government, proposal information provided for one factor may be used to assess other factors. In addition, the Offeror's technical proposal will be reviewed to determine if it is consistent with the price proposal, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

For all the Technical factor(s), a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating reflects, through an assessment of the strengths and deficiencies of the proposal, the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements. The degree of benefit to the Government associated with assigned strengths will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement and is assessed by the identification of weakness(es). Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Technical Rating or a "High" Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition. Offerors are also advised that a Marginal rating may make the proposal unawardable without discussions.

For the Past Performance factor, the Offeror's past performance will be evaluated to determine how relevant prior efforts accomplished by the Offeror are to the solicitation requirements. A Performance Confidence Assessment Rating will then be assigned, which addresses the Government's level of confidence in the Offeror's ability to perform the required effort successfully based on the Offeror's (including subcontractors') relevant past performance and systemic improvement. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Past Performance Confidence Assessment than past performance of lesser relevance. In the case of an Offeror without a record of past performance, without a record of relevant past performance, or for whom information on past performance is not available, the Offeror will receive a rating of "Unknown" which is considered a "Neutral" rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. When proposals are received from contractor entities (e.g., teams, joint ventures) specifically formed to propose on a particular acquisition, the past performance evaluation will consider each individual team member.

## PART B. SPECIFIC INFORMATION

### 1.0 TECHNICAL FACTOR

The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach.

The Government will consider and assess all information provided which addresses each of the Technical Factor elements below. The Government will assess the offeror's proposed overall Technical Factor approach for compliance to the solicitation requirements and the expected results of the offeror's proposed approach and its demonstrated understanding of the requirements. This includes any assessed strengths, weaknesses, deficiencies, and/or the potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. The Government will include in its evaluation aspects of the offeror's proposal that have merit, exceed performance or capability requirements (e.g. increased practical training benefit), and/or aspects that risk successful contractor performance in the offeror's proposed approach to address AH-1Z FTD program requirements. The Government's evaluation of the offeror's overall technical approach consists of evaluation of the following Technical Factor elements:

### 1.1 System Integration

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.1.1	PRF 3.1.3.5.1 and all associated subparts 3.1.3.5.2 and all associated subparts 3.1.3.7 and all associated subparts 3.1.15 and all associated subparts	Part B 1.1.1.1 Thru 1.1.1.2	The Government will assess the Offeror's overall proposed layout to the extent the layout meets program requirement.
1.1.2	PRF 3.1.3.2.1 3.1.3.5.1.1 3.1.3.5.1.3 3.1.3.5.1.5 3.1.3.5.2 3.1.3.5.2.2 3.1.3.5.2.3 3.1.3.7.5.14	Part B 1.1.2	The Government will assess the Offeror's functional block diagrams of the proposed system, IOS layout, and Target Sight System (TSS) tracker design to the extent each of these concepts meets program requirement.

### 1.2 Visual Systems (VS)

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.2.1	SOW 3.2.1.3 and all associated subparts  PRF	Part B 1.2.1.1 Thru 1.2.1.3	The Government will assess the Offeror's approach to addressing requirements for the overall visual system to the extent the approach meets program requirement.

	3.1.3.7 and all associated subparts		
1.2.2	PRF 3.1.3.7.6 and all associated subparts	Part B 1.2.2.1 Thru 1.2.2.3	The Government will assess the Offeror's approach to addressing requirements for the out-the-window (OTW) display system and vertical field-of-view (FOV) to the extent each of to the extent the approach meets program requirement.
1.2.3	PRF 3.1.3.7 and all associated subparts 3.1.3.7.2.9 and all associated subparts	Part B 1.2.3.1 Thru 1.2.3.2	The Government will assess the Offeror's approach to addressing requirements for night systems training to the extent the approach meets program requirement.

### 1.3 Software Architecture

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.3.1	SOW 3.2.2.5	Part B 1.3.1	The Government will assess the Offeror's overall system/subsystem software architecture to the extent it meets program requirement.
1.3.2	SOW 3.2.2.3 3.2.2.5	Part B 1.3.2	The Government will assess the Offeror's intended software implementation and maturity to the extent it meets program requirement.
1.3.3	PRF 3.1.15 and all associated subparts 3.1.3.5.1 and all associated subparts	Part B 1.3.3	The Government will assess the Offeror's comprehensive understanding of the hardware, mechanical, and software interfaces to the extent it meets program requirement..

### 1.4 USMC Tactical Environment (TEn) Integration

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.4.1-1.4.2	SOW 3.2.1.1 3.2.1.2  PRF 3.1.3.6 3.1.15.3.1.2	Part B 1.4.1-1.4.2	The Government will assess the Offeror's intended approach to integrate the TEEn with all systems/subsystems that interface with the TEEn to the extent the approach meets program requirement.

**1.5 Flight Fidelity**

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.5.1	SOW 3.2.1.4  PRF 3.1.3.11 3.1.3.11.1	Part B 1.5.1	The Government will assess the Offeror's approach to addressing flight fidelity requirements for the aero model and engine model to the extent the approach meets program requirement.
1.5.2	SOW 3.2.1.5  PRF 3.1.3.11.2	Part B 1.5.2	The Government will assess the Offeror's approach to addressing flight fidelity requirements for the Auto Fidelity Test (AFT) system to the extent the approach meets program requirement.
1.5.3	SOW 3.2.1.6  PRF 3.1.3.8 and all associated subparts	Part B 1.5.3	The Government will assess the Offeror's approach to addressing flight fidelity requirements for the control loading system to the extent the approach meets program requirement.
1.5.4	PRF 3.1.3.10	Part B 1.5.4	The Government will assess the Offeror's approach to addressing flight fidelity requirements for transport delay to the extent the approach meets program requirement.

**1.6 Logistics**

Ref #	SOW/PRF Ref (to the extent indicated in the next column)	Section L Ref	Evaluation Approach
1.6.1	SOW 3.2.11 3.2.11.1 3.2.11.2 3.2.11.3 3.2.11.4 3.2.11.5 3.2.11.6 3.2.11.7 3.2.11.8 3.2.11.9 PRF	Part B 1.6.1.1 Thru 1.6.1.2	The Government will assess the Offeror's proposed concept that depicts the physical facility layout of the Flight Training Device (FTD) that will be integrated in the Government Furnished Facility (GFF) provided at each of the training sites specified in the Statement of Work (SOW) to the extent each of these concepts meets program requirement.



	3.1.17.3		
	3.1.17.3.1		
	3.1.17.3.2		
	3.1.17.3.3		
	3.1.17.3.4		
	3.1.17.3.5		
	3.1.17.3.6		
	3.1.17.3.7		
	3.2		
	3.2.1		
	3.2.2		
	3.2.3		
	4.3.15.1		
	4.3.15.1.1		
	4.3.16		

- 1.7 Intellectual Property Rights. The Government will assess the extent to which the rights in deliverable technical data, computer software, and computer software documentation offered to the Government will permit the Government to procure and/or fully support, maintain, and modify the H-1 hardware and software in a competitive environment throughout the life cycle of the H-1 program. However, in accordance with DFARS 227.7103-1, failure to provide rights in technical data and software will NOT be considered a failure to meet a Government requirement that renders the proposal ineligible for award.

1.8 TECHNICAL ANNEX: Small Business Participation (all offerors) and Small Business Plan (Large Businesses only)

1.8.1 Small Business (SB) Participation

The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUB Zone Small Businesses, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business concerns and Historically Black Colleges/Universities and Minority Institutions (HBCU/MI) as well as its consistency with the proposed Small Business Subcontracting Plan (if applicable) will be evaluated. In assessing the proposed Small Business Participation strategy, the Government will evaluate the complexity of work scope anticipated to be performed by Small Business and the extent of commitment to utilize Small Business. The magnitude of Small Business Participation will also be evaluated through an assessment of the proposed Small Business and its socio-economic categories goals. Offerors are advised the Government may find greater favor towards higher levels of complexity anticipated to be performed by Small Business, the more certain the commitment to use Small Business to perform work, and the greater the magnitude of Small Business anticipated to perform work. Also, increased evaluation emphasis may be applied towards work anticipated to be performed by lower level socio-economic small business categories. Additionally, any proposed small disadvantaged business goal will be evaluated in accordance with 5252.219-9501. The offeror's Small Business approach to meeting the 15% goal as described in Section L.1.8.1 will be evaluated.

1.8.2 Small Business Subcontracting Plan

For large business offerors only, the Small Business Participation Strategy will be evaluated to determine whether it is consistent with the proposed Subcontracting Plan Goals (with the recognition the percentages will differ due to differing denominators; i.e. SB Participation percentages are based on total contract value while subcontracting plan percentages are based on total planned subcontracted dollars). If an offeror proposes a Small Business Participation goal less than the Government stated goal of no less than 15% for Small Business and 5% for Small Disadvantage Business of total contract value (inclusive of options), the Government will evaluate the Offeror's rationale as to why the goal cannot be met. Offerors are advised that a proposed

Small Business goal less than the Government established goal without sufficient rationale may unfavorably impact the evaluation of the Technical factor.

## 2.0 PAST PERFORMANCE

The Government will evaluate the offeror's, and (if applicable) its principal subcontractors' demonstrated past performance in delivering quality products and services and in meeting technical, cost/price, and schedule requirements on similar programs. The Past Performance risk will address the probability of the offeror successfully accomplishing the contract requirements based on relevant past performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. Problems not addressed by the offeror will be considered to still exist. The degree to which the offeror can demonstrate that it has successfully applied continuous systemic improvement to resolve past performance problems will be evaluated. In the case of an offeror without any relevant past performance or for whom the information on past performance is not available or is unknown, the offeror will not be evaluated favorably or unfavorably and will be assigned a neutral rating of "unknown".

There are two aspects to the past performance evaluation is Relevancy and Confidence. First, the Government will evaluate the Offeror's and (if applicable) its principal subcontractors' and critical team members' past performance to determine how relevant a recent effort is to this instant effort. Refer to Section L.B.2.2 for relevancy definitions which the Government will use to perform the relevancy determination.

Secondly, the Government will evaluate the Offeror's demonstrated past performance in delivering quality products and services and in meeting technical, price/cost, and schedule requirements on products and services deemed relevant to the solicitation requirements or Confidence. Problems not addressed by the Offeror will be considered to still exist. The degree to which the Offeror can demonstrate that it has successfully applied continuous systemic improvement to resolve past performance problems will be evaluated. In the case of an Offeror without any relevant past performance or for whom the information on past performance is not available or is unknown, the Offeror will not be evaluated favorably or unfavorably and will be assigned a rating of "neutral".

## 3.0 PRICE

Each offeror's price proposal shall be evaluated to determine if it is complete.

1. **Total Price:** The total evaluated price will be the sum of CLINs 0100, 0104, 0200, and 0300. The evaluation will not bind the Government to purchase any of the options. CLINs 0102, 0202, and 0302 are not separately priced. CLINs 0101, 0201, and 0301 are for Provisioned Item Orders and will be priced after award. Therefore, Provisioned Item Order CLINs will not be part of the total evaluated price.
2. **Price Reasonableness:** Normally, competition establishes price reasonableness. It is expected that a contract award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.
3. **Administrative Information:** Each offeror's proposal will be evaluated to determine whether the offeror completed the following information requested in Section L:
  - a. Signed Standard Form 33 for basic solicitation and each amendment.
  - b. Statement regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.
  - c. Information to populate Section G clause 5252.201-9502.
  - d. Completed Section K.
  - e. A statement identifying the proposal expiration period. The proposal expiration period should be no less than 270 days after proposal submission.

- f. The offeror shall provide the mailing address, telephone, fax numbers, and facility codes for the Offeror's local DCMA, DCAA, and Government Paying Office. The offeror shall also provide their TIN, DUNS and CAGE code.
- g. The offeror indicate the most recent date on which their Accounting, Purchasing, Government Property, and Estimating Systems were determined adequate and shall identify the verifying Government agency. Negative responses required. Note: In order for an offeror to receive progress payment they must have an adequate accounting system. In the event the successful offeror does not have an adequate accounting system, the offeror may need to propose performance based payments (PBP) after contract award that will be analyzed as stated within the guidelines at the following site:

[http://www.acq.osd.mil/dpap/cpic/cp/Performance\\_based\\_payments.html](http://www.acq.osd.mil/dpap/cpic/cp/Performance_based_payments.html).

## PART C EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

### 1.0 TECHNICAL EVALUATION RATINGS

Technical Ratings: The government will assign one of the ratings below to the offeror's Technical Factor based upon the Government's subjective assessment of each offeror's evaluated strengths, weaknesses, and deficiencies. Within each definition below both sentences apply. Both portions of the description must be met to be assigned the corresponding rating.

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

### 2.0 TECHNICAL RISK RATINGS

Technical Risk Ratings: The risk rating assignments reflect the Government's assessment of potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance associated with the Offeror's technical approach.

Rating	Description
Low	Has little potential to cause disruption of schedule or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, or degradation of performance. Special

	contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

### 3.0 PAST PERFORMANCE RELEVANCY RATINGS

Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Rating	Definition
Relevant	<p>Relevant: For the purposes for meeting the definition of a relevant past performance contract, the following must be included: type of training device and the complexity of the integration that was performed.</p> <ul style="list-style-type: none"> <li>• <u>Types of training devices.</u> A relevant past performance reference is one that pertained to any of the following: Full Flight Simulators (FFS), Weapon Systems Trainers (WST), Flight Training Device (FTD), Aircrew Procedures Trainer (APT), and Operational Flight Trainer (OFT).</li> <li>• <u>Complexity.</u> A relevant past performance reference is one that involved delivery of at least one training device which included design, test, and the integration of a flight fidelity model and at least two of the following subsystems: visual system; Instructor Operator Station (IOS); Host; Input/Output (I/O) system; a Digital Control Loading system; aircraft Operational Flight Programs (OFP); and/or other critical subsystems required to deliver a fully integrated, interoperable real-time flight training device.</li> <li>• The dollar value and the period of performance will not be considered with regard to relevancy.</li> <li>• For principal subcontractors a relevant past performance reference is one that contained materially the same effort as is to be performed for this acquisition.</li> </ul>
Not Relevant	A "Not Relevant" contract falls outside the boundaries of the Relevant description above.

### 4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

Performance Confidence Assessment Rating: Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a

	low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

## 5.0 OTHER DEFINITIONS

Rating	Description
Strength	An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Risk Reducer	An aspect of an offeror's proposal that reduces risk in a way that will be advantageous to the Government during contract performance.
Weakness (FAR 15.001)	"...a flaw in the proposal that increases the risk of unsuccessful contract performance."
Uncertainty	An aspect of the proposal that affects the Government's ability to determine if a requirement will be met.
Deficiency (FAR 15.001)	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Recency	A measure of the time that has elapsed since the performance reference occurred. Recency is generally expressed as a time period during which performance references are considered relevant.
Relevancy	A measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of performance examples and the solicitation requirements; and a measure of the likelihood that the performance is an indicator of future performance.
Completeness	The adequacy of the cost proposal, in relation to the SOW, considering whether all costs are included or accounted for. All SOW requirements must be included.

## CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990